

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CAO GROUP, INC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATES
IDENTIFIED ON SCHEDULE “A,”

Defendants.

Case No.: 1:24-cv-01211

Judge Thomas M. Durkin

Magistrate Judge Jeannice W. Appenteng

JURY TRIAL DEMAND

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff CAO Group, Inc. (“Plaintiff”) against the defendants identified on Schedule A, and using the Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A, with the exception of Defendant Nos. 4) DEEPSOUND, 5) BYS Technology, 6) haiyi_mall, 7) wendydy, 8) GD-Whitening, 10) Carbonline, 21) IMOSTY Whitening US, 23) Moose Store, 25) Newage-Store, 26) BLUE ELF, 27) Acupress, 32) tstarlight, 36) homefromgoods, 43) fairywill_global, 44) beapoint, and 66) Fairywill,¹ attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via e-mail, along

¹ The identified and excepted Defendants requested an extension of time to respond to Plaintiff’s Verified Amended Complaint [19], with the exception of Defendant No. 8) GD-Whitening who filed a Motion to Dismiss and for which a briefing schedule has been entered.

with any notice that Defaulting Defendants received from online marketplaces and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products that infringe upon Plaintiff's federally registered patents, as claim in in U.S. Patent Nos. 10,603,259 B2 ("the '259 Patent"); 10,646,419 B2 ("the '419 Patent"); and 11,219,582 B2 ("the '582 Patent") (collectively, "Plaintiff's Patents") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products that infringe Plaintiff's Patents. *See* Schedule A and Exhibit 3 to the Verified Amended Complaint, Docket Nos. [19-1] and [19-6], which includes links and product ID numbers for the subject storefronts and infringing products and screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing products to customers in Illinois; *see also* Exhibit 7 to the Verified Amended

Complaint, Docket Nos. [20]-[21], which are claim charts outlining infringement by each Defendant.

This Court further finds that Defaulting Defendants are liable for willful patent infringement on each of the three patent infringement claims (Counts I, II, and III) in Plaintiff's Verified Amended Complaint.

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. Making, using offering for sale, selling, and/or importing into the United States for subsequent sale any products that infringe upon Plaintiff's Patents or use of any product that infringes upon Plaintiff's Patents in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with Plaintiff's Patents;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for use of the inventions claimed in Plaintiff's Patents;

- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff and its rights in Plaintiff's Patents; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which infringe upon the inventions claimed in Plaintiff's Patents.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), and Walmart, Inc. ("Walmart"), (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell goods that infringe upon Plaintiff's Patents; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product infringing Plaintiff's Patents or any reproductions, copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to utilize the inventions claimed in Plaintiff's Patents.

3. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the inventions claimed in Plaintiff's Patents.
4. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded damages equal to either a reasonable royalty or lost profits as follows:
 - a. Plaintiff is awarded \$50,000.00 as a reasonable royalty against any Defaulting Defendant who caused Plaintiff to lose \$100,000.00 or less in lost profits;
 - b. Plaintiff is awarded \$500,000.00 as a reasonable royalty against any Defaulting Defendant who caused Plaintiff to lose equal to or between \$100,000.00 and \$500,000.00 in lost profits; and
 - c. Based upon the *Panduit* factors, Plaintiff is awarded lost profits for any Defaulting Defendant who caused Plaintiff to lose more than \$500,000.00 in lost profits.

The amount awarded to Plaintiff from each of the Defaulting Defendants is listed below:

Award of \$50,000.00	
Def. #	Seller Alias
1	OETU Health
2	Hest Store
3	iLumes
14	Na Li Wang
17	OETU Shop
19	Maxlinking
28	Whitening Teeth US
29	allwys
30	hungeg
31	eyalgavr_16
33	koradado_0
34	ori.or0
37	cleanhealthc
39	originalsite
40	perficientworksLtd
42	davidson-75
50	Joybuy Marketplace 1
51	Joybuy Marketplace 2
52	Joybuy Marketplace 3
55	SQLEA Shop
57	3C Boutiques
59	Hahasong
62	Trayknick

Award of \$500,000.00	
Def. #	Seller Alias
13	Professional Seller Store
47	amormed1

Damages for Lost Profits		
Def. #	Seller Alias	Award
9	GD-TECH	\$23,590,677.44
11	Waving Palms US	\$2,397,166.60
15	Fashion Style US	\$637,689.30
16	Worldwise Enshi Trading	\$1,971,778.30
22	WP for Teeth	\$3,280,776.12

5. Pursuant to 35 U.S.C. § 284, Defaulting Defendants are subject to treble damages and Plaintiff is awarded three times the amount awarded in both paragraphs 4.
6. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded expected transaction costs associated with the hypothetical negotiations and drafting of royalty and licensing agreements between it and the twenty-five (25) Defaulting Defendants against whom Plaintiff seeks a reasonable royalty. Plaintiff is awarded \$50,000.00 in expected transaction costs, or \$2,000.00 per Defaulting Defendant for which the judgment awarded to Plaintiff is a reasonable royalty.

7. Additionally, this case is held exceptional, and Plaintiff is awarded its reasonable attorney's fees pursuant to 35 U.S.C. § 285. This Court finds that an award of \$50,265.42 in attorneys' fees is reasonable, \$1,675.51 per Defaulting Defendant, and therefore awards Plaintiff \$50,265.42 in attorneys' fees, \$1,675.51 from each of the Defaulting Defendants.
8. As a result of the damages awarded to Plaintiff in paragraphs 4 through 7 of this Order, the total awarded to the Plaintiff from each of the Defaulting Defendants is as follows:

Award of \$153,675.51² per Defendant	
Def. #	Seller Alias
1	OETU Health
2	Hest Store
3	iLumes
14	Na Li Wang
17	OETU Shop
19	Maxlinking
28	Whitening Teeth US
29	allwys
30	hungeg
31	eyalgavr_16
33	koradado_0
34	ori.or0
37	cleanhealthc
39	originalsite
40	perficientworksLtd
42	davidson-75
50	Joybuy Marketplace 1
51	Joybuy Marketplace 2
52	Joybuy Marketplace 3
55	SQLEA Shop
57	3C Boutiques
59	Hahasong
62	Trayknick

Award of \$1,503,675.51³ per Defendant	
Def. #	Seller Alias
13	Professional Seller Store
47	amormed1

Damages for Lost Profits⁴		
Def. #	Seller Alias	Award
9	GD-TECH	\$70,773,707.83
11	Waving Palms US	\$7,193,175.31
15	Fashion Style US	\$1,914,743.41
16	Worldwise Enshi Trading	\$5,917,010.41
22	WP for Teeth	\$9,844,003.87

² Based upon \$50,000.00 reasonable royalty award, trebled to three times the awarded amount, in addition to the expected transaction cost of \$2,000.00 and attorneys' fees of \$1,675.51.

³ Based upon \$500,000.00 reasonable royalty award, trebled by three times the awarded amount, in addition to the expected transaction cost of \$2,000.00 and attorneys' fees of \$1,675.51.

⁴ Based upon award of lost profits trebled by three times the awarded amount and added with attorneys' fees of \$1,675.51.

9. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon Pay, eBay, PayPal, Inc. (“PayPal”), Payoneer Global, Inc. (“Payoneer”), and Walmart, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the total damages and attorneys’ fees awarded in Paragraph 4 through 8 above) or other of Defaulting Defendants’ assets.
10. All monies (up to the total damages and attorneys’ fees awarded in Paragraph 4 through 8 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as Amazon Pay, eBay, PayPal, Payoneer, and Walmart, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including Amazon Pay, eBay, PayPal, Payoneer, and Walmart, are ordered to release to Plaintiff the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.
11. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
12. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 3 to Verified Amended Complaint and any e-mail addresses provided for Defaulting Defendants by third parties.

13. To obtain release of the bond previously posted in this action, Plaintiff's counsel must file a motion for the return of the bond once the preliminary injunction no longer applies to any Defendant.

This is a Default Judgment.

Dated: June 12, 2024

A handwritten signature in black ink, reading "Thomas M. Durkin". The signature is written in a cursive style with a horizontal line underneath it.

Thomas M. Durkin
United States District Judge

CAO Group Inc. v. The Individuals et al NDIL 1:24-cv-01211

Schedule A

Def. #	Merchant Alias	Merchant ID	Product Link
1	OETU Health	A3SX8HHJNIP5W	https://www.amazon.com/teeth-whitening-strip-whitener-sensitive/dp/b0c6snbyn8
2	Hest Store	A2GK6UQVB6PMXJ	https://www.amazon.com/whitening-professional-effects-sensitive-effective/dp/b0c5tt3gr5
3	iLumes	A25KLU21XFHXMJ	https://www.amazon.com/whitening-professional-treatments-effective-sensitivity/dp/b0c2lcy4qc
4	EXCEPTED	EXCEPTED	EXCEPTED
5	EXCEPTED	EXCEPTED	EXCEPTED
6	EXCEPTED	EXCEPTED	EXCEPTED
7	EXCEPTED	EXCEPTED	EXCEPTED
8	EXCEPTED	EXCEPTED	EXCEPTED
9	GD-TECH	A14XNBNVEVKNB6	https://www.amazon.com/dp/b09961bn4z https://www.amazon.com/dp/b0b5xd7k41
10	EXCEPTED	EXCEPTED	EXCEPTED
11	Waving Palms US	A19AXZUEL9NEZG	https://www.amazon.com/dp/b0bb22nf67
12	REMOVED	REMOVED	REMOVED
13	Professional Seller Store	A3GK96Q44Q9I8U	https://www.amazon.com/dp/b09x17h3wn https://www.amazon.com/pdoo-teeth-whitening-strip-non-sensitive/dp/b0blmrs629
14	Na Li Wang	A1KGBKFX15NMC9	https://www.amazon.com/teeth-whitening-strips-strip-count/dp/b0cjfmr575
15	Fashion Style US	A1HKS8RWHE3UFI	https://www.amazon.com/dp/b09x17h3wn
16	Worldwise Enshi Trading	A36Z1YNG01JQZR	https://www.amazon.com/whitening-whitening-sensitivity-treatments-professional/dp/b0c9ynbhmb
17	OETU Shop	A3OL3BIIFAPHDJ	https://www.amazon.com/teeth-whitening-strip-whitener-sensitive/dp/b0c6snbyn8
18	REMOVED	REMOVED	REMOVED
19	Maxlinking	ARJDAZ7IB84U0	https://www.amazon.com/advanced-whitening-sensitive-professional-treatment/dp/b08nsymdr4
20	REMOVED	REMOVED	REMOVED
21	EXCEPTED	EXCEPTED	EXCEPTED

Def. #	Merchant Alias	Merchant ID	Product Link
22	WP for Teeth	A2Y8ERKENXMQFH	https://www.amazon.com/dp/b0bb22nf67 https://www.amazon.com/whitening-whitening-sensitivity-treatments-professional/dp/b0c9ynbhmb
23	EXCEPTED	EXCEPTED	EXCEPTED
24	REMOVED	REMOVED	REMOVED
25	EXCEPTED	EXCEPTED	EXCEPTED
26	EXCEPTED	EXCEPTED	EXCEPTED
27	EXCEPTED	EXCEPTED	EXCEPTED
28	Whitening Teeth US	A35OLTUZRMFSY	https://www.amazon.com/pdoo-teeth-whitening-strip-non-sensitive/dp/b0blmrs629
29	allwys	allwys	https://www.ebay.com/itm/386297165463
30	hungeg	hungeg	https://www.ebay.com/itm/335115077189
31	eyalgavr_16	eyalgavr_16	https://www.ebay.com/itm/355180090567
32	EXCEPTED	EXCEPTED	EXCEPTED
33	koradado_0	koradado_0	https://www.ebay.com/itm/355187731568
34	ori.or0	ori.or0	https://www.ebay.com/itm/325869707636
35	REMOVED	REMOVED	REMOVED
36	EXCEPTED	EXCEPTED	EXCEPTED
37	cleanhealthc	cleanhealthc	https://www.ebay.com/itm/394749327871
38	REMOVED	REMOVED	REMOVED
39	originalsite	originalsite	https://www.ebay.com/itm/394981995220
40	perficientworksltd	perficientworksltd	https://www.ebay.com/itm/394902054330
41	REMOVED	REMOVED	REMOVED
42	davidson-75	davidson-75	https://www.ebay.com/itm/364571389001
43	EXCEPTED	EXCEPTED	EXCEPTED
44	EXCEPTED	EXCEPTED	EXCEPTED
45	DISMISSED	DISMISSED	DISMISSED
46	DISMISSED	DISMISSED	DISMISSED
47	amormed1	amormed1	https://www.ebay.com/itm/384041387729
48	DISMISSED	DISMISSED	DISMISSED
49	DISMISSED	DISMISSED	DISMISSED
50	Joybuy Marketplace 1	18988	https://www.walmart.com/ip/toyfunnuy-stain-removal-advanced-teeth-whitening-strips-double-elastic-gel-oral-health/510299237
51	Joybuy Marketplace 2		https://www.walmart.com/ip/stain-removal-advanced-teeth-whitening-strips-double-elastic-gel-oral-health/2705066244

Def. #	Merchant Alias	Merchant ID	Product Link
52	Joybuy Marketplace 3		https://www.walmart.com/ip/stain-removal-advanced-teeth-whitening-strips-double-elastic-gel-oral-health/374875184
53	DISMISSED	DISMISSED	DISMISSED
54	REMOVED	REMOVED	REMOVED
55	SQLEA Shop	101129187	https://www.walmart.com/ip/teeth-whitening-strips-oral-care-white-strips-teeth-whitening-kit-non-sensitive-teeth-whitener-for-tooth-whitening/931134401
56	DISMISSED	DISMISSED	DISMISSED
57	3C Boutiques	101331983	https://www.walmart.com/ip/smilekit-pap-teeth-whitening-strips-28-white-strips-kit-14-sets-whitener-tooth-whitening-remove-the-smoking-coffee-soda-wine-stain/2878979180 https://www.walmart.com/ip/smilekit-pap-teeth-whitening-strips-14-white-strips-kit-7-sets-whitener-tooth-whitening-remove-the-smoking-coffee-soda-wine-stain/1593509111
58	DISMISSED	DISMISSED	DISMISSED
59	Hahasong	101291750	https://www.walmart.com/ip/7pcs-14pcs-tooth-whitening-strip-simple-operation-non-irritating-portable-teeth-care-whitening-strips-for-travel/3906218385
60	REMOVED	REMOVED	REMOVED
61	REMOVED	REMOVED	REMOVED
62	Trayknick	101115714	https://www.walmart.com/ip/7pcs-14pcs-tooth-whitening-strip-simple-operation-non-irritating-portable-teeth-care-whitening-strips-for-travel/3906218385
63	REMOVED	REMOVED	REMOVED
64	DISMISSED	DISMISSED	DISMISSED
65	DISMISSED	DISMISSED	DISMISSED
66	EXCEPTED	EXCEPTED	EXCEPTED